

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Medical Response, Inc.		09/30/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A. as collateral agent		
Street Address:	1455 Market Street		
Internal Address:	5th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78653408	GMR GLOBAL MEDICAL RESPONSE	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2027216405		
Email:	christine.wilson@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Christine Wilson		
Signature:	/CHRISTINE WILSON/		
Date:	01/18/2006		

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REEL: 003229 FRAME: 0468

**Total Attachments: 5**

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## **Trademark Security Agreement**

**Trademark Security Agreement**, dated as of September 30, 2005 by Global Medical Response, Inc. (the "Pledgor"), in favor of BANK OF AMERICA, N.A, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### **WITNESSETH:**

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby mortgages, pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine with the consent of the Pledgor.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations for which no claim has been made) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge,

grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GLOBAL MEDICAL RESPONSE, INC.

By: W. A. Sager  
Name: WILLIAM A. SAGER  
Title: CHIEF EXECUTIVE OFFICER

Accepted and Agreed:

BANK OF AMERICA, N.A.  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GLOBAL MEDICAL RESPONSE, INC.

By: W. A. Souter  
Name: WILLIAM A. SOUTER  
Title: CHIEF EXECUTIVE OFFICER

Accepted and Agreed:

BANK OF AMERICA, N.A.  
as Collateral Agent

By: Robert Rittelmeyer  
Name: ROBERT RITTELMAYER  
Title: VICE PRESIDENT

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK

**Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK
Global Medical Response, Inc.	78653408	Global Medical Response, GMR and design